

**AGENDA FOR THE REGULARLY SCHEDULED CITY OF COLLEGEDALE COMMISSION
MEETING TO BE HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE, ON
MONDAY, JUNE 20, 2011 AT 6:00 P.M.**

- I. Call to Order by the Mayor
- II. Invocation
- III. Roll Call by City Recorder
- IV. Approval of previous meeting minutes
 - 1. June 6, 2011 – Commission Meeting
- V. Comments from Citizens
- VI. Unfinished Business
 - 1. **PUBLIC HEARING, Second and Final Reading**, Ordinance # 776, FY 2011-2012 Tax Rate
~Recommended by City Manager Rogers~
 - 2. **PUBLIC HEARING, Second and Final Reading**, Ordinance # 777, FY 2011-2012 Budget
~Recommended by City Manager Rogers~
- VII. New Business
 - 1. Interlocal Agreement between City of Collegedale and City of Chattanooga for Traffic Light Maintenance.
- VIII. Request for reports from City Administration/Commissioners by the Mayor
- IX. Adjournment

ORDINANCE #776

AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE, PROVIDING FOR THE GENERAL REVENUE THEREOF FOR THE FISCAL YEAR 2011-2012 TO BE KNOWN AS THE GENERAL REVENUE FOR SAID YEAR.

BE ORDAINED BY THE CITY OF COLLEGEDALE, TENNESSEE, AS FOLLOWS:

Ordinance #616 is hereby amended by deleting section 1 in its entirety and replaced by Section 1 as follows.

Section 1: That there be and there is hereby levied a tax on each One Hundred Dollars (\$100.00) of taxable property in the City of Collegedale, Tennessee as of July 1, 2011 through June 30, 2012.

General Fund Tax \$1.38

Section 2: The engaging in any vocation, occupation, business, or business activity, enumerated, described, or referred to in Classification 1,2,3,4, of Chapter 387, Public Acts of Tennessee for year 1971 (Title 67, TCA, Chapter 58), is hereby declared to be a privilege and each person as defined in said Act, shall pay for exercising of said privilege to the City the same authorized and permitted to be charged by municipalities under the provisions of said Act. All of the provisions of said Chapter 59, Title 67, TCA insofar as they are applicable to or pertain to the levying of taxes by municipalities, are hereby adopted as through specifically set forth herein.

Section 3: This ordinance shall be known as the General Revenue Ordinance for the Fiscal Year 2011-2012, and shall take effect from and after its final passage, the public welfare of the City of Collegedale, Tennessee, requiring it.

Approved as to Form:

City Attorney

Mayor

Passed on First Reading

City Recorder

Passed on Second and Final Reading

ORDINANCE # 777

AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE, MAKING AND FIXING THE ANNUAL APPROPRIATION OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012, AND ADOPTING THE ENTIRE CITY BUDGET BY REFERENCE.

BE IT ORDAINED BY THE CITY OF COLLEGEDALE, TENNESSEE, AS FOLLOWS:

Section 1: The following appropriations for the fiscal year beginning July 1, 2011 and ending June 30, 2012 are hereby made for the several departments in the General Fund of the City of Collegedale, Tennessee, to be used in the amounts as follows:

Legislative	\$ 23,300
City Court	110,300
Election	0
Central Staff	365,937
Municipal Buildings	356,432
Other General Government	1,800,759
Police Department	1,372,444
Fire Protection	515,074
Public Works/Roads & Streets	1,091,991
Parks & Recreation	245,485
Waste Collection & Disposal	359,467
Debt Service	375,460
 Total Expenditures	 \$6,616,649.00

Section 2: The Municipal Budget is hereby adopted and made a part of the Ordinance as fully and completely as through specially copied herein.

Section 3. The Ordinance shall take effect a15 days after its final passage, the public welfare of the City of Collegedale, Tennessee, requiring it.

Approved as to Form:

City Attorney, Sam Elliott

Mayor, John Turner

First Reading

City Recorder, Cristy Pratt

Second and Final Reading

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
COLLEGEDALE, TENNESSEE AND THE CITY OF CHATTANOOGA,
TENNESSEE FOR TRAFFIC LIGHT MAINTENANCE**

THIS ADDENDUM to the Interlocal Agreement Between the City of Collegedale, Tennessee and the City of Chattanooga, Tennessee for Traffic Light Maintenance (this "Addendum") is made and entered into this ____ day of _____, 2010, by and between the CITY OF COLLEGEDALE, a municipal corporation of the State of Tennessee ("**Collegedale**") and the CITY OF CHATTANOOGA, a municipal corporation of the State of Tennessee ("**Chattanooga**").

RECITALS:

WHEREAS, at the direction of the City Council of the City of Chattanooga, Collegedale and Chattanooga agree to an additional provision in the Agreement.

NOW, THEREFORE, for valuable consideration, the City and Collegedale hereby agree as follows:

a) That Section 1 of the Agreement be amended by deleting it and substituting in lieu thereof the following:

Section 1:

Chattanooga agrees to provide maintenance service for the Signal. The City of Chattanooga will also provide traffic signal timing and implementation through the Chattanooga Regional Public Safety Wireless Network (RPSWN) at no charge to the City of Collegedale.

b) That Section 2 of the Agreement be amended by deleting it and substituting in lieu thereof the following:

Section 2:

a. Personnel.

Personnel shall be furnished at the hourly rate of \$54.25 which includes the fringe benefits and overhead expenses. There shall be a minimum charge of two hours for any repair of equipment.

b. Direct Cost.

Materials, supplies, and other expenses directly incurred by the City of Chattanooga for the benefit of the Collegedale shall be reimbursed in full. All of these costs shall be itemized and tabulated (including billing from the supplier, if possible) and refunded to the City of Chattanooga. Any single purchase of materials or supplies in excess of \$2,500.00 shall be made directly by Collegedale.

c. Administrative Cost.

There shall be a 25% markup added to each payment pursuant to subsection (b) by Collegedale to the City of Chattanooga for administrative costs.

d. Cost Adjustment.

In the event that this Agreement extends beyond the initial term, a mutually agreed upon adjustment to the hourly rate may be made to the hourly rates, fringe benefits, and overhead expenses in Section (a).

b) That a Section 8 be added to the Agreement, as follows:

“Because these services are being provided for the benefit of the citizens of Collegedale on a non-profit basis, Collegedale shall defend and indemnify Chattanooga, its officers, agents, and employees from any and all liability, loss or damage that Chattanooga may suffer as a result of claims, demands, costs, or judgments arising out of the traffic signal controller maintenance services provided by Chattanooga pursuant to this Agreement, provided however that Collegedale shall not indemnify the City of

Chattanooga for any liability, loss, or damage that is caused by or arises out of the negligence of the City of Chattanooga, its officers, agents, or employees. The parties hereto recognize that the provisions of the Tennessee Governmental Tort Liability Act and other applicable law limit the contractual ability of the parties to indemnify each other and nothing in this agreement is intended to supercede the law.”

IN WITNESS WHEREOF, Collegedale and Chattanooga have executed and delivered this Addendum as of the date first above written.

City of Collegedale

City of Chattanooga

By: _____

By: _____

Name:

Name: